

Engagement Agreement

This **Engagement Agreement** ("**Agreement**") is entered into on _____ ("**Effective Date**"),
by and between the following parties:

Service Provider

Client

Service Provider and Client may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose of the Agreement

The purpose of this Agreement is to establish the terms and conditions under which the Service Provider will perform professional services for the Client. This Agreement defines the scope of services, responsibilities of the Parties, payment arrangements, and other conditions governing the professional engagement.

2. Scope of Services

The Service Provider agrees to perform the services described below for the Client ("**Services**"):

Description of Services:

Where applicable, the following table may be used to clarify key deliverables:

The Service Provider shall perform the Services using reasonable professional care and in accordance with generally accepted professional standards.

3. Term of Engagement

The engagement established by this Agreement will begin on _____ and will continue until _____, unless terminated earlier in accordance with the Termination clause.

If the Services are ongoing in nature, the engagement will continue until the Services are completed or the Agreement is otherwise terminated.

4. Fees and Payment Terms

In consideration of the Services provided under this Agreement, the Client agrees to compensate the Service Provider as follows:

Fee Description	Amount	Payment Schedule

Payment shall be made within _____ days after receipt of a valid invoice unless otherwise agreed in writing.

The Client is responsible for reimbursing reasonable and pre-approved expenses incurred by the Service Provider in connection with the performance of the Services.

Late payments may result in suspension of Services until outstanding amounts are settled.

5. Client Responsibilities

The Client agrees to cooperate with the Service Provider and provide timely access to information, materials, personnel, and approvals reasonably necessary for the Service Provider to perform the Services.

The Client is responsible for ensuring that any information provided to the Service Provider is accurate and complete to the best of the Client's knowledge.

Delays caused by the Client's failure to provide necessary information or approvals may affect timelines for the completion of Services.

6. Independent Contractor Relationship

The Service Provider is engaged as an independent contractor and not as an employee, partner, or agent of the Client.

Nothing in this Agreement creates a joint venture, employment relationship, or partnership between the Parties.

The Service Provider is responsible for all taxes, insurance, and statutory obligations arising from compensation received under this Agreement.

7. Confidentiality

During the course of the engagement, each Party may receive confidential or proprietary information belonging to the other Party ("**Confidential Information**").

Each Party agrees to:

- use Confidential Information solely for the purpose of fulfilling obligations under this Agreement;
- protect such information using reasonable safeguards; and
- refrain from disclosing Confidential Information to third parties unless disclosure is required for the performance of the Services or permitted by the other Party in writing.

This obligation continues after the termination or completion of the engagement.

8. Intellectual Property

Unless otherwise agreed in writing, all deliverables specifically created by the Service Provider for the Client under this Agreement shall become the property of the Client upon full payment of all applicable fees.

The Service Provider retains ownership of any pre-existing materials, methods, templates, tools, or proprietary processes used in performing the Services.

The Service Provider grants the Client a non-exclusive right to use such materials solely as incorporated into the final deliverables.

9. Limitation of Liability

To the extent permitted by applicable law, the Service Provider's liability arising out of or related to this Agreement shall be limited to the total amount of fees paid by the Client to the Service Provider under this Agreement.

Neither Party shall be liable for indirect, incidental, or consequential damages arising from the performance of the Services.

This clause does not apply to liability resulting from intentional misconduct, fraud, or violations of confidentiality obligations.

10. Termination

Either Party may terminate this Agreement by providing _____ days' written notice to the other Party.

A Party may terminate this Agreement immediately if the other Party materially breaches its obligations and fails to remedy the breach within a reasonable period after receiving written notice.

Upon termination:

- the Service Provider will cease performing Services;
- the Client will pay for all Services performed up to the effective termination date; and
- any outstanding deliverables completed prior to termination may be delivered to the Client.

The obligations relating to Confidentiality, Intellectual Property, and Limitation of Liability will continue after termination.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

If a dispute arises in connection with this Agreement, the Parties agree to attempt to resolve the matter through good faith negotiations before initiating formal legal proceedings.

12. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding the engagement described herein and supersedes any prior discussions, proposals, or agreements relating to the same subject matter.

Any amendment or modification to this Agreement must be made in writing and signed by both Parties.

13. Notices

Any notice required or permitted under this Agreement shall be provided in writing and delivered to the addresses in the first page of this Agreement, or to any updated address provided in writing by a Party.

By signing below, the Parties acknowledge that they have read and understood this Engagement Agreement and agree to be bound by its terms.

Service Provider

Name

Date

Signature

Client

Name

Date

Signature



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